

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



977

FROM: Redevelopment Agency

SUBMITTAL DATE:
June 2, 2011

SUBJECT: Mecca Comfort Station

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the attached Memorandum of Understanding by and between the County of Riverside and the Redevelopment Agency for the County of Riverside;
2. Consent to the attached Professional Services Agreement with Desert Alliance for Community Empowerment;
3. Authorize the Chairman of the Board to execute the proposed MOU on behalf of the Redevelopment Agency;

RECOMMENDED MOTION: (Continued)

Robert Field
Executive Director

FINANCIAL
DATA

Current F.Y. Total Cost:	\$ 127,500.00	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$0.00	Budget Adjustment:	No
Annual Net County Cost:	\$0.00	For Fiscal Year:	2010 / 2011

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: RDA Non Housing Desert Communities Project Area funds

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature

Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL

BY: ANITA C. WILLIS DATE: 6-8-11

Policy ☒

Consent ☐

Dep't Recomm.: ☐

Policy ☒

Consent ☐

Per Exec. Ofc.: ☐

Prev. Agn. Ref.: N/A

District: 4

Agenda Number

4.9

4. Authorize the Executive Director to take the necessary steps to implement the proposed MOU;
5. Find and determine that the proposed Mecca Comfort Station benefits the Desert Communities Project Area by eliminating blight created by homelessness;
6. Find and determine that there are no other reasonable sources of funds available for the proposed Mecca Comfort Station;
7. Find and determine that the payment of funds for the cost of the proposed Mecca Comfort Station is consistent with the Implementation Plan for the Desert Communities Project Area and is necessary to effectuate the proposed project area's redevelopment plan; and
8. Approve the use of redevelopment non housing Desert Communities Project Area funds for the proposed Mecca Comfort Station.

BACKGROUND:

In May 2000, the County of Riverside entered into an Enforcement and Voluntary Compliance Agreement ("Agreement") as settlement to litigation. One of the conditions of settlement included an obligation of the County of Riverside to ensure that "restroom, shower, laundry, and adequate parking facilities", be provided for the benefit of migrant farm workers of the Eastern Coachella Valley. The attached professional services agreement proposes to contract with the Desert Alliance for Community Empowerment (DACE) for the provision of the required services on a temporary basis until such time as a permanent facility can be developed.

The site is currently at the corner of Avenue 68 and Hammond within the unincorporated Riverside County community of Mecca, which is adjacent to the Desert Communities Project Area boundaries but not within it. However, the provision of the proposed services benefits the project area by alleviating blight created by homelessness.

The project is currently managed by DACE and has been offered as compliance with the Agreement since 2000. The proposed attached agreement expands the use to two seasons per year and to include laundry facilities.

The Redevelopment Agency for the County of Riverside proposes to fund this effort with non housing Desert Communities Project Area funds as permitted by Section 33021.1 of the California Community Redevelopment Law which states that "In a city and county, redevelopment includes improving, increasing, or preserving emergency shelters for homeless persons or households. These shelters may be located within or outside of established redevelopment project areas. Notwithstanding any other provision of law, only redevelopment funds other than those available pursuant to Section 33334.3 may be used to finance these activities"

County Counsel has reviewed and approved this Agreement. Staff recommends approval.

1 MEMORANDUM OF UNDERSTANDING

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3 This Memorandum of Understanding ("MOU") is made and entered into this ____ day of
4 _____, 2011, by and between the Redevelopment Agency for the County of Riverside
5 ("AGENCY") and the COUNTY OF RIVERSIDE ("COUNTY"). The effective date of this MOU
6 shall be the date this MOU is executed by the COUNTY (the "EFFECTIVE DATE").

- 7 I. WHEREAS, the COUNTY entered into that specific Title VI Voluntary Compliance
8 Agreement and Title VII Enforcement Agreement ("SETTLEMENT AGREEMENT") by
9 and between the United States Department of Housing and Urban Development
10 ("HUD"), Maria Hernandez, et al. and the County of Riverside dated May 2, 2000; and
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12 II. WHEREAS, the Paragraph 34, Page 12, Section IV, Enforcement Agreement of the
13 SETTLEMENT AGREEMENT imposes an obligation on COUNTY to provide or cause
14 to be provided restroom, shower, laundry and adequate parking facilities available to
15 the otherwise homeless migrant farm working population of the Eastern Coachella
16 Valley and in and around the Riverside County unincorporated community of Mecca;
17 and
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19 III. WHEREAS, the COUNTY desires to fully comply with the SETTLEMENT
20 AGREEMENT; and
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22 IV. WHEREAS, the COUNTY continues in its effort to identify and develop the permanent
23 site for the provision of the shower, restroom, laundry and parking facilities as
24 described above; and
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26 V. WHEREAS, CRLA has objected to the sites for a permanent facility that the COUNTY
27 has identified;
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1 VI. WHEREAS, the COUNTY desires to ensure that the above required facilities continues
2 to be provided immediately on a temporary solution basis and while the COUNTY
3 continues to effort the identification and development of the permanent site; and

4 VII. WHEREAS, the Desert Alliance for Community Empowerment ("DACE") has
5 previously identified a site at the corner of Avenue 68 and Hammond within the
6 unincorporated community Mecca for the temporary provision of the required facilities;
7 and

8 VIII. WHEREAS, DACE and COUNTY have been cooperating to continuously provide the
9 temporary facilities, which have included parking, shower and restroom services, at
10 the above DACE identified site; and

11 IX. WHEREAS, DACE and COUNTY desire to continue this cooperative and mutual effort
12 to provide the facilities required by the SETTLEMENT AGREEMENT on a temporary
13 basis while the permanent site is identified and developed; and

14 X. WHEREAS, AGENCY is a redevelopment agency duly created, established and
15 authorized to transact business and exercise its powers, all under and pursuant to the
16 provisions of the California Community Redevelopment Law, which is Part 1 of
17 Division 24 of the California Health and Safety Code (commencing with Section 33000
18 et seq); and

19 XI. WHEREAS, AGENCY, pursuant to Section 33021.1, is permitted to use non housing
20 redevelopment funds to improve, increase and preserve emergency shelters for
21 homeless persons, which may be located within or outside of established project
22 areas; and

23 XII. WHEREAS, AGENCY has duly created and established the Desert Communities
24 Project Area; and
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1 XIII. WHEREAS, the proposed site is located adjacent to the Desert Communities Project
2 Area but not within the boundaries of the project area; and

3 XIV. WHEREAS, the provision of the proposed services benefits the project area by
4 alleviating blight created by homelessness.

5 NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties
6 hereto agree as follows:

7 1. PROFESSIONAL SERVICES AGREEMENT: The AGENCY acknowledges that DACE
8 and COUNTY entered into a certain Professional Services Agreement
9 ("AGREEMENT") with the specific intent of ensuring compliance with the second part
10 of Paragraph 34, Page 12, Section IV, Enforcement Agreement of the SETTLEMENT
11 AGREEMENT which imposes an obligation on COUNTY to provide or cause to be
12 provided restroom, shower, laundry and adequate parking facilities available to the
13 otherwise homeless migrant farm working population of the Eastern Coachella Valley
14 and in and around the Riverside County unincorporated community of Mecca during
15 such temporary period as the COUNTY may need to identify and develop the
16 permanent site and facility. DACE agreed to operate the facilities and provide the
17 services described in the AGREEMENT to ensure compliance with the above specific
18 requirement under the SETTLEMENT AGREEMENT.
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21 2. THE TEMPORARY FACILITIES SITE: DACE currently owns approximately
22 twenty-five (25) acres of real property located at the southeast corner of Avenue 68
23 and Hammond Road within the Riverside County unincorporated community of Mecca.
24 This site is referenced with assessor parcel number of 729-050-002. DACE is
25 currently using the area at the most northwest corner of the site to provide the
26 temporary shower, restroom and parking facility as required by the SETTLEMENT
27 AGREEMENT. DACE and COUNTY agree that this same site will continue to house
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1 the temporary facilities and services described in the AGREEMENT. The site
2 described in this paragraph 2 of the AGREEMENT shall be herein referred to as the
3 SUBJECT SITE.

4 3. DESCRIPTION OF FACILITIES AND SERVICES: DACE has agreed to establish
5 temporary shower, restroom, laundry and parking facilities on SUBJECT SITE. DACE
6 has agreed to maintain the site in good, clean and working condition throughout year
7 regardless of its operation season prior to or following the date of the AGREEMENT.
8 The parties to the AGREEMENT agree that the facilities and services described in the
9 AGREEMENT are of a temporary nature and shall operate during the interim time
10 while a permanent facility is developed and placed into service. DACE shall offer
11 services of the shower facilities described above during each of the two traditionally
12 recognized migrant farm worker seasons in the Eastern Coachella Valley. All facilities
13 and services described in this Section 3 will be open and available to the general
14 public starting on May 1 of each year and progressing through and closing on July 30
15 of each year (Summer Season). All facilities and services described in this Section 3
16 will reopen and available again to the general public starting on November 1 of each
17 year and progressing through and closing on March 30 (Winter Season) of each
18 subsequent year. Services and facilities will be available Monday through Sunday,
19 with operating hours on Monday–Friday from 2 p.m. to 8 p.m. and on Saturday and
20 Sunday from 12 noon to 6 p.m. DACE will operate the SUBJECT SITE and all the
21 facilities located thereon and will include at least one (1) on site staff person during all
22 times that the facilities are open to the public. On site health and community service
23 providers will offer on-site services and referrals. First aid supplies, including
24 sunscreen, band aids and other hygienic supplies will be available free of charge.
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1 3.1. Shower Facilities and Services. In cooperation with the COUNTY, DACE
2 has purchased and installed a modular shower facility, on the SUBJECT SITE,
3 that includes three (3) mobile shower units. Each unit includes three (3)
4 shower stalls, one (1) restroom and a hand sink. Two (2) of the mobile shower
5 units are for the exclusive use of men and one (1) of the mobile shower units is
6 for the exclusive use of women. DACE will continue to properly maintain and
7 operate above described shower facilities and offer shower services as
8 described below. All shower facilities will operate in full, complete and clean
9 working condition. Each shower facility will offer hot and cold water with the
10 normal water pressure expected for a normal residential shower and sink. The
11 exterior and installation of the shower facility will be maintained in full, complete
12 and working condition including all underground systems. DACE will provide at
13 least one (1) attendant to ensure proper working and clean condition of the
14 facility. This attendant may be the same staff person as mentioned above and
15 must be on-site during all times that the facility is open to the public.
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17 3.2. Restroom Facilities and Services. In cooperation with the COUNTY, DACE
18 has purchased and installed one (1) modular restroom facility, on the
19 SUBJECT SITE, which includes three (3) stalls and one hand sink on each side
20 with separate entrances for men and women. DACE will continue to maintain
21 and operate above described restroom facilities and offer restroom services as
22 described below. All restroom facilities will operate in full, complete and clean
23 working condition. Each restroom facility will offer hot and cold water with the
24 normal water pressure expected for a normal residential restroom and sink.
25 The exterior and installation of the restroom facility will be maintained in full,
26 complete and working condition including all underground systems. DACE will
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1 provide at least one (1) attendant to ensure proper working and clean condition
2 of the facility. This attendant may be the same staff person as mentioned
3 above and must be on-site during all times that the facility is open to the public.

4 3.3. Parking Facilities and Services. In cooperation with the COUNTY, DACE
5 has purchased and installed an outdoor parking and visiting area that includes
6 parking for twenty (20) cars and a shade structure with a misting system,
7 television, videos and games. DACE will continue to maintain and operate
8 above described parking facilities and outdoor visiting areas and offer services
9 as described below. All parking and outdoor visiting areas will operate in full,
10 complete and clean working condition. The exterior and installation of the
11 parking facility and visiting area will be maintained in full, complete and working
12 condition including all underground systems. DACE will provide at least one
13 (1) attendant to ensure proper working and clean condition of the facility. This
14 attendant may be the same staff person as mentioned above and must be on-
15 site during all times that the facility is open to the public.
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17 3.4. Transport Facilities and Services. In cooperation with the COUNTY, DACE
18 has purchased a shuttle vehicle. DACE will continue to maintain and operate
19 the shuttle vehicle and offer services as described below. The shuttle vehicle
20 will operate in full, complete and clean working condition with all servicing to be
21 provided by the COUNTY. DACE will provide at least one (1) shuttle vehicle
22 driver to ensure properly working shuttle services. This attendant may not be
23 the same staff person as mentioned above and must be available for shuttle
24 services during all times that the facility is open to the public. DACE will
25 provide shuttle services during all times that the SUBJECT SITE and facilities
26 are open to the public. The shuttle will provide transport directly to and from
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1 the Mecca church (where meal services are provided by the church) every two
2 (2) hours.

3 3.5. Laundry Facilities. In cooperation with the COUNTY, DACE shall purchase
4 a retrofitted modular unit, of at least 200 square feet, and install it upon the
5 SUBJECT SITE. The retrofitted modular unit shall include:

6 3.5.1. Exterior and interior reconditioning including paint, paneling and
7 flooring;

8 3.5.2. New plumbing, propane and central heating, ventilation and air
9 conditioning systems;

10 3.5.3. Four coin operated new commercial grade clothing washers;

11 3.5.4. Four coin operated new commercial grade clothing dryers;

12 3.5.5. Exterior steps;

13 3.5.6. Exterior water storage tank and booster pump to ensure adequate water
14 pressure to service the existing parking, restroom, shower and the
15 added laundry facility;

16 3.5.7. Tables and chairs for customer use;

17 3.5.8. A vending machine available for customers to purchase laundry
18 supplies;

19 3.5.9. DACE will continue to maintain and operate above described laundry
20 facilities and offer laundry services as described below. All laundry
21 facilities will operate in full, complete and clean working condition. Each
22 laundry facility will offer hot and cold water with the normal water
23 pressure expected for a normal residential laundry and sink use. The
24 exterior and installation of the laundry facility will be maintained in full,
25 complete and working condition including all underground systems.
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1 DACE will provide at least one (1) attendant to ensure proper working
2 and clean condition of the facility. This attendant for the laundry facility
3 may be the same staff person as mentioned above for the restroom
4 facility and must be on-site during all times that the facility is open to the
5 public.

- 6 4. TERM OF THIS MOU: It is the intent of the parties that this MOU exist during all times
7 when the AGREEMENT is in full and valid force and effect.

8 5. COMPENSATION:

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10 5.1. The Laundry Facility. The COUNTY shall pay DACE \$21,000 for services
11 performed and expenses incurred in accordance with the purchase and
12 installation of the laundry facility as identified in Section 3.7 of the
13 AGREEMENT. This amount shall be paid to DACE within thirty (30) days of
14 the COUNTY's receipt of an invoice from DACE for services completed and
15 performed.

16 5.2. All Other Compensation. The COUNTY shall pay DACE \$106,500 annually
17 for the full operation of the balance of the facilities and all the services called
18 for in Section 3 of the AGREEMENT. COUNTY shall pay DACE the annual
19 amount of \$106,500 for "all other compensation," as identified in this Section
20 6.2 in bi-annual installments (for each identified Season) each eligible for
21 disbursement after verification of inception of service on July 30 and March
22 30 by visual inspection by COUNTY staff as described in Section 7 of this
23 AGREEMENT. Two installments shall be made in the amounts of
24 \$61,000.00 (for the Nov-March period or Winter Season) and \$45,500.00 (for
25 the May- July period or Summer Season), respectively.
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1 6. FUNDING: AGENCY shall provide the ongoing funding for this AGREEMENT with
2 use of non housing Desert Communities Project Area Funds as permitted by Section
3 33021.1 of the California Community Redevelopment Law.
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1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized
2 representatives to execute this MOU.

3 County of Riverside

Redevelopment Agency for the County
4 of Riverside

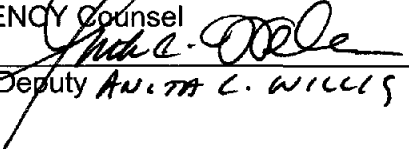
5
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7 Bob Buster
Chairman, Board of Supervisors

Bob Buster Chairman, Board of
8 Directors

9 Date:

Date:

10
11 Approved as to Form
12 Pamela J. Walls
13 AGENCY Counsel

14 By: Deputy  ANITA C. WILLIS